

**Office of the Illinois State Treasurer
Alexi Giannoulas**

Request for Proposals

Auditors of Unclaimed Property

August 4, 2008

1.0 Introduction

The Treasurer is issuing this Request for Proposals to provide professional auditing services for the Unclaimed Property Division. These services are needed to bring holders of unclaimed property into compliance with the Illinois Uniform Disposition of Unclaimed Property Act ("Act") (765 ILCS 1025/1 et seq.) and corresponding Administrative Rules allowing the Illinois State Treasurer to reunite rightful owners with their abandoned property as reported to Illinois by virtue of audits conducted by competent examiners. The successful Vendors must, upon the conclusion of an audit, make a representation to the Treasurer that, as a result of the report, the entity is in compliance with the Illinois Uniform Disposition of Unclaimed Property Act and its associated Administrative Rules. The Treasurer reserves the right to award multiple contracts for Vendors deemed to be best qualified to provide the service requested under the Request for Proposal at a fair and reasonable price.

The Treasurer currently has five (5) vendors under contract performing these services. The Treasurer has determined that it may be in the State's best interest to contract with additional vendors in order to promote increased compliance with the Act. The Treasurer is seeking proposals for audits related to potential new or untapped categories of unclaimed property.

The Treasurer plans to contract with a Contractor to provide these services for a period beginning September 1, 2008 and continuing through June 30, 2009.

2.0 Audit Services

2.1 Scope of Work. The Contractor shall identify, and collect from persons, firms, and entities (hereinafter called "holders") which are holding or in possession of unclaimed property subject to report and delivery under the Act. In conjunction with the identification and collection of unclaimed property the Contractor shall:

- (a) Audit and process records of unclaimed property obtained from holders and/or their agents;

- (b) Prepare and submit to the Treasurer reports of unclaimed property in accordance with the requirements of the Act and corresponding administrative rules;
- (c) Demand from holders and/or their agents delivery to the Contractor, the property deemed owing under the Act and corresponding administrative rules. All securities delivered to the Contractor (other than bearer securities) shall be properly endorsed and in form for transfer. The Contractor is responsible for determining if the endorsement is in the proper form for transfer; and
- (d) Forward the unclaimed property to the Treasurer or his designee.

2.2 Separate Agreements. The Contractor will not audit any holder with whom the Contractor has a separate agreement to process that holder's unclaimed property reports.

2.3 Engagement Letter. The Contractor shall perform the services described in this Contract only after the Contractor has received a signed statement, ("engagement letter"), from the holder confirming the initiation date of the audit and/or record production. The engagement letter must state that the holder recognizes the Contractor as the agent of the Treasurer for the performance of such services covering property presumed abandoned during the audit period and eighteen months thereafter. The engagement letter must include the items listed in Exhibit 1 of this agreement, "Schedule of Reports" appended hereto. The audit period is from the first date upon which the Act would permit examinations until the date on the engagement letter minus the dormancy period stated in the Act. The Contractor shall provide to the Treasurer copies of all engagement letters within (fifteen) 15 days of their complete execution, a list of all holders for whom audits have commenced or record production requests have been issued (hereinafter called the "audit inventory") and a list of the holders for whom second reports are pending. The Treasurer will advise the Contractor within 60 days of receipt of the engagement letter by the Treasurer whether the Treasurer does not authorize the Contractor to act as his agent for a specific holder.

2.4 Mandatory Contractor Requirements Contractor must adhere to the following requirements when performing audits under the Contract:

- (a) Complete the examination of the holder within one (1) year of execution of the engagement letter;
- (b) Inform the Treasurer upon completion of the examination of the findings and whether the holder has delivered or refuses to deliver the unclaimed property due Illinois. The Treasurer may waive or extend the time for completion of the examination upon a showing of good cause why the Contractor cannot complete the examination within the one (1) year

period. All requests for a waiver or extension of time must be made in writing to the Treasurer;

- (c) Provide the Treasurer a list of potential audit candidates, which will include the holder's name, address and state of incorporation, if available, and must indicate if the Contractor has any knowledge that the potential audit candidate is being examined by or has retained another entity to perform unclaimed property compliance services. The Treasurer will advise the Contractor within (sixty) 60 calendar days whether the Treasurer will not waive the fees and penalties for a specific holder providing the list does not establish a priority of interest to represent the Treasurer;
- (d) Advise holders regarding the provisions of the Act and corresponding administrative rules pertaining to notifying owners of their unclaimed property. The Contractor shall confirm that the owner notification/due diligence requirements of the Act and administrative rules have been carried out prior to the Contractor making demand from a holder for any unclaimed property;
- (e) Upon completion of an audit or record review of a holder pursuant to this Agreement, the Contractor shall advise holders of their continuing obligation to report unclaimed property directly to the Treasurer;
- (f) Make findings in connection with the audit or review of records, process records, and make demands for payment of unclaimed property in accordance with Exhibit 2 (attached hereto);
- (g) On the Treasurer's behalf, receive delivery of certificates registered in the name of "State Treasurer, State of Illinois" or the Treasurer's nominee, for safekeeping on the Contractor's premises;
- (h) Maintain books and records relating to the performance of this Contract and necessary to support amounts charged to the Treasurer under this Contract. The books and records must be maintained by Contractor for a period of 3 years from the later of the date of final payment under this Contract or completion of this Contract and the 3 year period must be extended for the duration of any audit in progress at the time of the Contract's expiration. All records required to be maintained per the previous sentence must be available for review and audit by the Auditor General and the Treasurer's office. Contractor agrees to cooperate fully with any audit;
- (i) Determine the value of securities at the closing price of any security traded on an exchange on the date the security is registered in the name of the Treasurer, State of Illinois, or the appointed nominee, or if traded

in the over-the-counter market, at the bid price as set forth in the NASDAQ system pink sheets on the date the security is registered in the name of the Treasurer, State of Illinois. Other securities shall be valued in accordance with generally accepted valuation procedures. The date of receipt, and value on the date of receipt, shall be listed on all reports submitted by the Contractor to the Treasurer regarding said securities;

- (j) Promptly report and remit to the Treasurer, or to any other party the Treasurer may designate in writing, cash, cash equivalents or securities held for the Treasurer within 30 business days from receipt of such cash, cash equivalents or securities by the Contractor; provided, that the cash, cash equivalents or securities have been received by the Contractor in accordance with the Contractor's request. The Contractor shall take delivery instructions only from the Treasurer. All unclaimed property detail remittances shall be submitted on CD, diskette or by posting a data file on a secure FTP website in the NAUPA standard format.
- (k) Include with all unclaimed property reports a magnetic tape, paper copy of report, check, certificate(s) and confirmation(s), as required by the Act and corresponding administrative rules. The report information must include, but is not limited to, the holder's name, address, their Federal Employer's Identification Number (FEIN), the issuer's account number assigned by the Contractor, and owner specifications for securities remitted by the Contractor. (Other information to be included in these reports is listed in Exhibit 1 of this Contract.);
- (l) Deliver cash, cash equivalents or securities made within (thirty) 30 business days after receipt of the property by the Contractor pursuant to Paragraph 2.5(j). If the abandoned property is delivered to the Treasurer between 31 and 60 days after receipt by the Contractor, then all fees paid to the Contractor by the Treasurer specified in this Contract shall be reduced by 2%. If the abandoned property is delivered to the Treasurer between 61 and 90 days after receipt by the Contractor, then all fees paid to the Contractor by the Treasurer specified in this Contract shall be reduced by 4%. If the abandoned property is delivered to the Treasurer after 91 days or after receipt by the Contractor, then the Contractor will waive all fees due for the property and pay the Treasurer for each day thereafter that the property is not delivered the following:
 - i. An amount equal to the Federal Fund rate during the payment period for the value of all the securities undelivered. The maximum amount that the Contractor will be liable for pursuant to this section shall be an amount equal to 20% of the total dollar amount of the Contract including any amendments thereto; and

- ii. The Contractor will continue to pay an investment credit pursuant to paragraph 2.5(v) on all Treasurer funds held by the Contractor until the funds are delivered to the Treasurer.

Upon showing of good cause why the property cannot be delivered within (thirty) 30 business days, the Treasurer may waive any or all of the penalties and charges of this section;

- (m) Pay investment credit pursuant to paragraph 2.5(v) herein, from the time of receipt of a holder's undistributed deposit until the property is delivered to the Treasurer or his designee;
- (n) Provide monthly "Work in Progress" reports to the Treasurer. The reports shall include, at a minimum, the information listed in Exhibit 1 of this Contract. The Treasurer may direct the Contractor not to audit or process the records on behalf of the Treasurer for a particular holder listed on the Contractor's audit inventory or "Work in Progress" report;
- (o) Provide corporate action information relative to securities processed subsequent to the delivery of such property, as requested by the Treasurer. Such information shall include, on a per share basis, the accumulated dividends, splits, and present market value as of the report;
- (p) Upon receipt of proper instructions, make delivery of securities which have been called, redeemed, retired, or otherwise become payable, upon payment therefore, all such payments to be made in cash, by certified check or treasurer's or cashier's check, by wire transfer or in the case of delivery through a securities depository, by credit by the securities depository, all in accordance with the custom-in-trade or the rules and regulations of the securities depository;
- (q) If a valid claim is made for securities or income on securities by the owner(s) or heir(s) of same, during the time that the Contractor is holding such property or after the time said property has been discovered but prior to the time that the Contractor receives said property, and the Contractor is notified of such valid claim in writing by the Treasurer, the Contractor shall pay the owner(s) or heir(s) as designated by the Treasurer. The Treasurer is not liable for compensating the Contractor for paying such claims or for any fee connected with discovering or identifying property that is the subject of such claims. The Contractor will indicate payment of such claims on the reports which accompany delivery of unclaimed property to the Treasurer;
- (r) Retain cash of the Treasurer in the banking institution of the Contractor in an account which shall be federally insured, or in federally insured

accounts in the name of the Contractor for the account of the Treasurer, subject only to draft or order by the Contractor acting pursuant to the terms of this Contract. The Treasurer will receive an investment credit for all funds of the Treasurer held by the Contractor pursuant to paragraph 2.5(v) of this Contract;

- (s) Collect, receive and deposit in the Contractor account maintained pursuant to subparagraph 2.5(r) above, all cash and income and other payments with respect to the securities held hereunder;
- (t) Render reports as agreed upon from time-to-time between both parties;
- (u) Reserve the right to reverse entries to the Treasurer's account which the Treasurer agrees, in writing, are erroneous charges to be made to the Treasurer's account. The Contractor shall bear all costs and fees for erroneous entries and payouts attributable to the Contractor; and
- (v) Provide an investment credit on the Treasurer's funds held by the Contractor prior to delivery equal to the daily Federal Funds rate as published in the Wall Street Journal. The Contractor shall clearly set forth in a separate item in its invoice the investment credit due the Treasurer.

3.0 General Provisions

- A. The response must be accompanied by a transmittal letter that designates the name, address and telephone number of the person or persons available for contact concerning the response and who are authorized to make representations on behalf of Contractor's organization. This statement must also relay Contractor's willingness to perform these services and enter into a contract with the Treasurer.
- B. Contractor must provide a list of references.

3.1 Submission of Request for Proposals

Contractors must submit a signed original and four copies of their Proposal in a sealed container along with a signed original and four copies of their price in a sealed envelope within the sealed container.

All pricing information must be placed in a separately sealed envelope within the proposal container. The Contractor shall include a completed Exhibit 3 (attached hereto) with the pricing information.

The proposal must set forth each point contained in this RFP followed by a response stating that Contractor will comply with that point. An electronic format of the RFP can be provided upon request.

3.2 Agency Project Contact

Mr. Edward Buckles
Chief Procurement Officer
Illinois State Treasurer's Office
300 West Jefferson Street
Springfield, IL 62702
Phone: (217)782-6540
Fax: (217)524-3822
E-mail Address: ebuckles@treasurer.state.il.us

3.3 Required Response Date and Time

All responses must be received by mail or messenger no later than 2:00 p.m. August 18, 2008.

Responses should be mailed to:

The Honorable Alexi Giannoulis
Treasurer of the State of Illinois
Attn: Mr. Edward Buckles
"Response to State Treasurer's Request for Proposals for Auditors of Unclaimed Property"
300 West Jefferson Street
Springfield, Illinois 62702

3.4 Request to Modify or Withdraw Proposals

Contractor may make a written request to modify or withdraw its proposal at any time prior to opening, however, no oral modifications will be allowed. Such requests shall be addressed in the same manner as the proposal and plainly marked *MODIFICATION TO PROPOSAL*, with the Project Title shown, and if received by the Treasurer prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal will be corrected after opening.

3.5 Treasurer May Cancel Request for Proposal

If the Treasurer determines it is in her best interest, she reserves the right to do any of the following:

- A. Cancel this RFP;
- B. Modify this RFP as needed; or

C. Reject any or all responses received in response to this RFP.

4.0 Compensation

As indicated above, all reference to pricing must be submitted under separate, but attached, cover.

We will evaluate and discuss price with the most qualified Contractors. We will award the contracts only if we determine the price to be fair and reasonable. Such determination will be made by considering the proposals, Contractor's qualifications, Contractor's reputation, price submitted with other proposals and the project budget. Only the Treasurer can determine whether a price is fair and reasonable.

5.0 Mandatory Requirements

- 5.1 Contractors must submit information regarding Compensation under separate, but attached, cover.
- 5.2 Contractors must submit fully executed Financial and Potential Conflicts of Interest Disclosure Form (Disclosure Form A, attached)
- 5.3 Contractors must submit a fully executed Other Contract and Procurement Related Information Forms. (Disclosure Form B, attached)
- 5.4 Contractors must submit a fully executed Disclosure Form C (Attached).
- 5.5 Contractors must submit a fully executed State Certifications Form (Attached).
- 5.6 All responses must be submitted in a sealed envelope or package bearing the title "State Treasurer Request for Proposals for Auditors of Unclaimed Property." The package must include an original and four copies of the response, in the specified format and all supporting documents. The pricing element of the Request for Proposal must be submitted under separate, but attached, cover.
- 5.7 References.

6.0 Evaluation Criteria

The Evaluation Committee will review responses based on the following criteria:

- A. Ability to provide the required services determined by general and specific experience in providing these services, a record of past performance of similar work and qualifications;
- B. Pricing; and
- C. References.

EXHIBIT 1

SCHEDULE OF REPORTS

I. ENGAGEMENT LETTER CONTENT

The engagement letter shall include the following:

- a. Issuer's account number assigned by the Contractor (must agree with account number on the Work In Progress report)
- b. Issuer's name and address
- c. Issuer's FEIN
- d. Issuer's transfer/paying agent if applicable
- e. Issuer contact person's name
- f. Issuer contact person's phone number
- g. Issuer's state of incorporation
- h. Issuer's principal place of business
- i. Date engagement letter was signed
- j. The audit period
- k. Categories of unclaimed property covered and specific property to be examined
- l. Descriptions of audit procedures and scope
- m. Other terms of the agreement between Contractor and the holder

II. MONTHLY WORK IN PROGRESS REPORTS

The monthly Work In Progress report provided under this Contract shall be supplied in the spreadsheet format set forth in the attached sample. Each line of the report shall include the data on the following list and be in the same sequence. Each property type and security shall be entered on a separate line of the report, e.g., an issuer with several security issues and property types would occupy several lines of the report. The report shall be sorted in alpha order keyed on the issuer name.

- a. Issuer's account number assigned by Contractor (must agree with account number on engagement letter).
- b. Name of issuer
- c. Date of executed engagement letter
- d. Date audit began
- e. Date audit closed and property demanded
- f. Date property delivered to Contractor
- g. Property types
- h. Name of security
- i. Whether holder has refused to remit property

III. REPORTS ACCOMPANYING A REMITTANCE

In addition to those items mentioned in Paragraph 2.5(r) through 2.5(u) of the Contract, all reports accompanying a remittance shall include:

- a. Issuer's account number assigned by Contractor (must agree with account number on the Work In Progress report and engagement letter)
- b. Issuer's name and address
- c. Issuer's FEIN
- d. Owner information to be reported according to the Treasurer's magnetic tape specifications
- e. Invoice for fees due

EXHIBIT 2

EXAMINATION/AUDIT/RECORD REVIEW PROCEDURES

The processing of the books and records of the holders of abandoned property and the demand for delivery of reportable property shall be made pursuant to the following procedures:

1. The holdings of the United States Supreme Court in Texas v. New Jersey (85 S.Ct. 1136), Pennsylvania v. New York (92 S.Ct. 2880), and Delaware v. New York (113 S. Ct. 1550) and any applicable State and federal legislation which the Treasurer has the right to escheat or receive property shall be followed. Specifically:
 - (a) When the last known address of the apparent owner according to the books and records of the holder are in the State of Illinois, it shall be deemed to be reportable to the State of Illinois.
 - (b) If the holder has no records whatsoever setting forth the name and last known address of the apparent owner, the property shall be deemed reportable to the appropriate state as required in the court decisions or federal law as stated in Paragraph 1 above.
 - (c) An address shall generally be deemed to mean a description of location sufficient for the delivery and receipt of mail. Where no literal address exists but the records of the holder nonetheless conclusively establish that the apparent owner resided in Illinois, the Contractor shall advise Illinois and the holder's state of incorporation for purposes of determining which state possesses the priority claim to the property.
 - (d) If the amount of unclaimed property cannot be ascertained from the books and records of the holder, generally accepted statistical estimation techniques may be used so long as the Contractor has prior written approval from the Treasurer to use the techniques.
 - (e) If the Illinois Uniform Disposition of Unclaimed Property Act provides an express cutoff date setting forth when the obligation of a holder commenced, it will be used.
2. Notwithstanding the provisions of paragraph 1 hereof, nothing contained therein shall prevent, waive or otherwise affect the right of the Treasurer to claim from another state property reported and delivered to such state according to the provision in Paragraph 1.

The Contractor shall upon request of the Treasurer provide the Treasurer with such information as may have been obtained relevant to such claim.

Holder Contact Person

Holder Address

Holder Contact Person Telephone #

Federal Employer's Identification Number

Exhibit 3
Compensation

The auditing services of the Vendor for holders of unclaimed property located outside the State of Illinois shall be on contingency fee basis of _____%.

The auditing services of the Vendor for holders of unclaimed property located in the State of Illinois shall be at a flat rate per name fee of \$_____.

The maximum contract amount shall be determined by the Treasurer.

The Treasurer will not reimburse the Vendor for travel expenses or expenses incurred to fulfill the requirements of the contract.

This information is submitted on behalf of:

Name of Vendor

Official authorized to sign on behalf of Vendor:

Name _____ (printed) Title: _____

Signature _____ Date _____

STATE CERTIFICATIONS

_____ (“CONTRACTOR”) makes
the following certifications:

1.0 ANTI-BRIBERY.

CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 1400.5010 of the Treasurer’s Procurement Rules (44 Ill. Adm. Code 1400.5010).

2.0 BID-RIGGING/BID-ROTATING.

CONTRACTOR certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4).

3.0 DRUG FREE WORKPLACE.

This certification is required by Section 3 of the Drug Free Workplace Act (30 ILCS 580/3). The Drug Free Workplace Act, effective January 1, 1992, requires that CONTRACTOR shall not be considered for the purposes of being awarded a contract for the procurement of any services from the State unless CONTRACTOR has certified to the State that CONTRACTOR will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract and debarment of contracting opportunities with the State for at least one (1) year but not more than five (5) years.

CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
 - ii. Specifying the actions that will be taken against employees for violation of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. CONTRACTOR’s policy of maintaining a drug free workplace;

- iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by Section (a) to each employee engaging in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the Treasurer's Office within ten (10) days after receiving notice under part (b) of paragraph (iii) of Section (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- f. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

4.0 U.S. EXPORT ACT.

CONTRACTOR certifies that neither CONTRACTOR nor any substantial-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 U.S.C.A. App. § 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act.

5.0 NON-DISCRIMINATION.

CONTRACTOR certifies that it is in compliance with the State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules that prohibit unlawful discrimination in performance of this Agreement and all other activities, including employment and other contracts. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable laws that prohibit unlawful discrimination.

6.0 AMERICANS WITH DISABILITIES ACT.

CONTRACTOR certifies that it is in compliance with the Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the Treasurer, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services,

programs and activities provided under the Agreement are and will continue to be in compliance with the ADA.

7.0 ILLINOIS HUMAN RIGHTS ACT.

CONTRACTOR certifies that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.

8.0 FELONY.

CONTRACTOR certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

9.0 FORMER EMPLOYMENT.

CONTRACTOR has informed the Treasurer's Office in writing if CONTRACTOR was formerly employed by the Treasurer's Office and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).

10.0 INDUCEMENT.

CONTRACTOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has CONTRACTOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

11.0 REVOLVING DOOR PROHIBITION.

CONTRACTOR certifies neither it or its employees and agents are in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30), which prohibits certain officers and their designees from engaging in procurement activities for a certain time period.

12.0 REPORTING ANTICOMPETITIVE PRACTICES.

CONTRACTOR shall report any to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).

13.0 DISCRIMINATORY CLUB.

CONTRACTOR agrees not to pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payments of any dues or fees to a discriminating club as prohibited by Section 2 of the Discriminatory Club Act (775 ILCS 25/2).

14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

CONTRACTOR shall be in compliance with applicable tax requirements and shall be current payment of such taxes. Under penalty of perjury, CONTRACTOR certifies that #_____ is its correct Taxpayer Identification Number and that it is doing business as a (please check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Partnership	<input type="checkbox"/> Government Entity
<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust or Estate
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Tax Exempt Organization (IRS 501 as (a) only)
<input type="checkbox"/> Not-for-Profit Corporation	<input type="checkbox"/> Medical and Health Care Services Provider

15.0 LICENSE.

CONTRACTOR, directly or through its employees, shall have and maintain any license required by this Agreement.

16.0 APPROPRIATION.

This Agreement is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract.

17.0 RECORDS RETENTION.

CONTRACTOR shall maintain, for as a minimum of three (3) years after the termination of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement; this Agreement and all books, records, and supporting documents related to this Agreement shall be available for review and audit by the Auditor General and the Treasurer; CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. The three-(3)-year period shall be extended for the duration of any audit in progress during the term. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate

books, records, and supporting documentation are not available to support their purported disbursement.

18.0 CONFLICTS OF INTEREST.

CONTRACTOR has disclosed, and agrees that it is under a continuing obligation to disclose to the Treasurer financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest that would prohibit CONTRACTOR from having or continuing the Agreement. Conflicts of interest include, but are not limited to, conflicts under Section 1400.5020 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5020) and Section 50-30 of the Illinois Procurement Code (30 ILCS 500/50).

19.0 LATE PAYMENTS.

Late payment charges, if any, shall not exceed the formula established in the Illinois Prompt Payment Act (30 ILCS 540/1) and the Illinois Administrative Code (74 Ill. Adm. Code 900).

20.0 LIABILITY.

The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and to the availability of suitable appropriations.

21.0 DEBT DELINQUENCY.

CONTRACTOR certifies that it is not barred from being awarded a contract under the Illinois Procurement Code (30 ILCS 500). Section 50-11 of the Illinois Procurement Code prohibits a person from entering into a contract with the Treasurer's Office if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 of the Illinois Procurement Code prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR or any affiliate is determined to be delinquent in payment of any debt during the term of the Agreement.

22.0 EDUCATIONAL LOAN DEFAULT.

CONTRACTOR certifies that it is not barred from being awarded a contract under the Educational Loan Default Act (5 ILCS 385). Section 3 of the Educational Loan Default

Act prohibits an individual from entering into a contract with the Treasurer's Office if that individual is in default of an educational loan. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to be in default of an educational loan during the term of the Agreement.

23.0 FORCE MAJEURE.

Failure by either party to perform its duties and obligations shall be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

24.0 ANTITRUST ASSIGNMENT.

CONTRACTOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Agreement.

25.0 PROHIBITION OF GOODS FROM FORCED LABOR.

CONTRACTOR certifies that it is not barred from being awarded a contract under the State Prohibition of Goods from Forced Labor Act (30 ILCS 583). Section 10 of the State Prohibition of Goods from Forced Labor Act prohibits a contractor from entering into a contract with the Treasurer's Office if that contractor knew that the foreign-made equipment, materials, or supplies furnished to the State were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to have known that the foreign-made equipment, materials, or supplies furnished to the State during the term of the Agreement were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction.

26.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW.

CONTRACTOR certifies that it is not barred from being awarded a contract under the Illinois Procurement Code (30 ILCS 500). Section 50-10.5 of the Illinois Procurement Code prohibits a business from bidding or entering into a contract with the Treasurer's Office if the business or any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five (5) years from the date of conviction. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR or any officer, director, partner, or other managerial agent of CONTRACTOR is determined to have been convicted of a felony under the Sarbanes-

Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 during the term of the Agreement.

27.0 DISPUTES.

Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement. Any provision containing a citation to an Illinois statute (cited "ILCS") may not contain the complete statutory language. The official text, which is incorporated by reference, may be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version may be viewed at www.legis.state.il.us.

28.0 MOST FAVORABLE TERMS.

If more favorable terms are granted by the CONTRACTOR to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under the Agreement between the Treasurer's Office and the CONTRACTOR.

CONTRACTOR

By:

Signature

Name

Title

Date

Phone number

FINANCIAL INTEREST AND POTENTIAL CONFLICTS OF INTEREST
(Disclosure Form A)

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offerors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflicts of interest information as specified below.

Contractor/offeror shall disclose the financial interest and potential conflicts of interest information identified in Sections 1 and 2 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal or offer.

This requirement applies to contracts with an annual value exceeding \$10,000.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in both Sections 1 and 2 below.

Sec. 1. Disclosure of Financial Interest in the Contractor/Offeror

- a. If any individuals have one of the following financial interests in the contractor/offeror (or its parent), please check all that apply and show their name and address:

Ownership exceeding 5%	()
Ownership value exceeding \$73,813.20	()
Distributive Income Share exceeding 5%	()
Distributive Income Share exceeding \$73,813.20	()

Name: _____

Address: _____

- b. For each individual named above, show the type of ownership/distributable income share: sole proprietorship _____ stock _____ partnership _____ other (explain) _____.

- c. For each individual named above, show the dollar value or proportionate share of the ownership interest in the contractor/offeror (or its parent) as follows:

If the proportionate share of the named individual(s) in the ownership of the contractor/offeror (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is \$73,813.20 or less, check here ()

If the proportionate share of ownership exceeds 5% or the value of the ownership interest exceeds \$73,813.20, show either.

The percent of ownership _____%

or

The value of the ownership interest \$ _____

Sec. 2. Disclosure of Potential Conflicts of Interest. For each of the individuals having the level of financial interest identified in Section 1 above, check “Yes” or “No” to indicate which, if any, of the following potential conflicts of interest relationships apply. If “Yes,” please describe (use space under applicable section to explain your answers – attach additional pages as necessary).

- | | | | |
|----|--|--------------|-------------|
| a. | State employment, currently or in the previous 3 years, including contractual employment of services | Yes
_____ | No
_____ |
| b. | State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. | Yes
_____ | No
_____ |
| c. | Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois, or the statutes of the State of Illinois currently or in the previous 3 years. | Yes
_____ | No
_____ |
| d. | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| e. | Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | Yes
_____ | No
_____ |
| f. | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| g. | Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. | Yes
_____ | No
_____ |
| h. | Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| i. | Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee with either the Secretary of State or the Federal Board of Elections. | Yes
_____ | No
_____ |

- j. Relationship to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes _____ No _____

This disclosure is submitted on behalf of _____
(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION
(Disclosure Form B)

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offerors desiring to enter into certain contracts with the State of Illinois must disclose the information as specified below.

Contractor/offeror shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with an annual value exceeding \$10,000.

You must submit this information along with your bid, proposal or offer.

- a. Contractor/offeror shall identify whether it has current contracts (including leases) with other units of State of Illinois government by checking "Yes" _____ or "No" _____.

If "Yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

- b. Contractor/offeror shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by checking "Yes" _____ or "No" _____.

If "Yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure is submitted on behalf of _____
(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

DISCLOSURE FORM C
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS
STATEMENT

Executive Order of the Treasurer 07-01 requires a Vendor desiring to enter into contracts with an aggregate value exceeding \$10,000, to be paid from appropriations or expenditure authority under the sole jurisdiction of the Treasurer, to disclose political contributions made by the Vendor to the Treasurer or to a political committee established to promote the candidacy of the Treasurer.

Vendor shall disclose the information identified below as a condition of receiving an award or contract. **Vendor shall submit a completed disclosure at the time of submittal of the bid, proposal, or offer in a sealed envelope addressed to the attention of David Wells, Executive Inspector General of the Treasurer, 300 West Jefferson, Springfield, Illinois 62702. Questions concerning Disclosure Form C may be directed to Executive Inspector General David Wells at (217)557-1972.**

Definitions:

“Affiliated person” means any person with an ownership interest or distributive share of the bidding entity in excess of 5%, and executive employees of the bidding entity, and the spouse and minor children of any such persons.

“Affiliated entity” means any subsidiary of the bidding entity, any member of the same unitary business group or any political committee for which the bidding entity is the sponsoring entity as defined in the Election Code. (See definition of “sponsoring entity” below.)

“Member of the same unitary business group” means the same as that term is defined in the Illinois State Income Tax Code, 35 ILCS 5/1501(a)(2).

“Sponsoring entity” means (i) any person, political committee, organization, corporation, or association that contributes at least 33% of the total funding of the political committee or (ii) any person or other entity that is registered or is required to register under the Lobbyist Registration Act and contributes at least 33% of the total funding of the political committee.

“Vendor” means the bidder or offerer and any “affiliated person” or “affiliated entity” of the bidder or offerer.

Disclosure:

Vendor shall identify any and all persons with an ownership interest or distributive share of the bidding entity in excess of 5%, and any and all executive employees of the bidding entity, and the spouse and minor children of such persons.

Vendor shall identify any and all subsidiaries of the bidding entity, and any and all members of the same unitary business group as well as any political committee for which the bidding entity is the sponsoring entity.

Vendor shall identify whether within the previous two years it made political contributions required to be reported under Article 9 of the Election Code (10 ILCS 5/9) to the Treasurer or to a political committee established to promote the candidacy of the Treasurer by checking

YES ☐ or **NO** ☐.

If “yes” is checked, identify below each political contribution by listing the recipient of the contribution, the name and address of the contributor, and the dollar amount of the contribution. Attach additional pages as necessary.

Vendor certifies that the information herein is true and correct. The Undersigned affirms, under penalty of perjury, that he or she is authorized to execute this disclosure on behalf of the Vendor.

Printed Name of Vendor _____

Signature of Authorized Representative Date

Printed Name and Title